

## **REMARKS/ARGUMENTS**

The rejections presented in the Office Action dated July 16, 2007 (hereinafter Office Action) have been considered. Claims 1-27 remain pending in the application. Reconsideration of the pending claims and allowance of the application in view of the present response is respectfully requested.

Claims 1, 2, 14 and 17-21 are rejected based on 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,130,917 to Monroe (hereinafter "Monroe"). Applicant respectfully traverses the rejections. To anticipate a claim the reference must teach every element of the claim, and it is respectfully submitted that Monroe does not meet this standard.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." MPEP § 2131, quoting *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the patent claim; *i.e.* every element of the claimed invention must be literally present, arranged as in the claim." MPEP § 2131, quoting *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The Applicant asserts that Monroe does not teach every element of Claims 1, 2, 14 and 17-21, and therefore fails to anticipate Claims 1, 2, 14 and 17-21. Nonetheless, in order to facilitate prosecution the Applicants have amended independent Claims 14, 17, and 19 to clarify particular aspects of the claimed invention. Applicants submit that Claim 1 as previously filed and Claims 14, 17, and 19 as amended are not anticipated by Monroe.

Using independent Claim 1 as an example, this claim describes determining the protocol of a service discovery request received from a client and translating the protocol of the service discovery request into a service discovery protocol used by a service registry, the translated service discovery request being used to discover a service provider of the service requested. Claims 14, 17, and 19 have been amended to indicate that a service request is

translated from a first service discovery protocol to a second service discovery protocol. Applicant respectfully asserts that Monroe fails to expressly or inherently describe translating between different service discovery protocols.

Monroe is directed to a “protocol scheme [where] destination or receiving station is identified by a source or sending station in order to permit automatic reformatting of the source data into a compatible format and protocol scheme before transmission is initiated.” (Monroe, Abstract). The system described in Monroe facilitates “transmission of file source data to a destination system where the source data is incompatible with the source, where the operator may intervene to select the conversion parameter.” (Monroe, col. 4, lines 32-36). These transmissions may be made via “LAN, WAN, telephone line or other distributive network system.” (Monroe, col. 4, lines 54-55). However, Monroe does not inherently or expressly describe a network that uses “service discovery” as the term is known and used in the networking arts, nor does Monroe describe conversion between service discovery protocols.

As the term is generally known and used in the art, “service discovery” relates to automatically discovering services, including their properties, in a dynamic fashion. (e.g., Specification, p. 2, line 6). In the rejection of Claim 1, the Office Action relies on col. 2, lines 26-50 of Monroe to show “determining the protocol of a service discovery request.” This portion of Monroe only describes “a unique protocol identification scheme where the protocol of a destination station is identified and incoming data is converted to the proper format for that station during the transmission process” and “transmitting source data generated at a source system formatted with a source format to a remote destination system which may require a different, incompatible data format.” However, not only is Moore silent on converting between service discovery protocols, Moore fails to describe the use of any service discovery protocols at all.

Although Monroe describes matching “the protocol and the data format used by both the transmitting station and the receiving station” (Monroe, col. 1, lines 56-57), it is clear from the concepts and examples that these protocols are data transmission protocols (e.g., “Group III fax,” col. 1, lines 60-65; protocols using parameters such as “synchronous or

asynchronous, start-stop sequencing, sync patterns, telephone number(s), I/O address router information, passwords where applicable, and the like,” col. 6, lines 5-8) and not service discovery protocols. Thus, Monroe’s description of converting between protocols does not teach translating between different service discovery protocols “in as complete detail as is contained in the patent claim.”

Further, Monroe fails to describe the use of service discovery at any stage when communicating and converting the source data. Monroe describes the use of a single “universal” station to perform conversions for any of “a variety of sending and receiving units.” (Monroe, col. 4, lines 63-65), but fails to expressly describe the use of service discovery to locate services of the universal station or the sending/receiving stations. Further, Monroe fails to inherently teach the use of a service discovery protocol for the universal station or sending/receiving units. For example, Monroe is silent regarding any configuration of sending/receiving units that allow the units to access services of the universal station. As such Monroe fails to anticipate Claims 1, 14, 17, and 19, and these claims are allowable over Monroe.

Dependent Claim 2 depends from independent Claim 1; dependent Claim 18 depends from independent Claim 17; and dependent Claims 20-21 depend from independent Claim 19. These dependent claims also stand rejected under 35 U.S.C. §102(b) as being anticipated by Monroe. While Applicant does not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency or the taking of Official Notice, these rejections are now moot in view of the remarks made in connection with independent Claims 1, 17, and 19. These dependent claims include all of the limitations of the base claim and any intervening claims, and recite additional features which further distinguish these claims from Monroe. Therefore, dependent Claims 2, 18, and 20-21 are also in condition for allowance.

Claims 3-13, 15, 16 and 22-27 are rejected based on 35 U.S.C. §103(a) as being unpatentable over Monroe in view of U.S. Publication No. 2003/0048855 by Klaghofer et al. (hereinafter “Klaghofer”). Applicant respectfully traverses the rejections.

For the rejections of Claims 3-13, 15, 16, the Office Action relies on Monroe as teaching the substance of the claims from which Claims 3-13, 15, 16 are dependent, namely, Claims 1 and 14, respectively. The Office Action did not rely on Klaghofer as providing a remedy to the deficiencies of Monroe as it pertains to independent Claim 1, nor does Klaghofer provide such a remedy. Thus, because neither Monroe nor Klaghofer teach at least the recitations of Claims 1 and 14, a combination of Monroe and Klaghofer fails to teach these recitations. Further, a combination of Monroe and Klaghofer fails to suggest the invention set forth in Claims 1 and 14, as there is no reference to at least the involvement of first and second service discovery protocols. While other requisites of establishing *prima facie* obviousness may also be absent, the Applicant respectfully submits that the cited combination of references at least fails to teach or suggest all of the claim limitations. For at least this reason, Claims 3-13, 15, 16 are not rendered obvious by the combination of Monroe and Klaghofer, and withdrawal of the rejection is respectfully solicited.

Applicant also respectfully traverse the rejections to Claims 22-27, but in order to facilitation prosecution, independent Claims 22 and 25 have been amended to indicate the use of a first service and second service discovery protocol by the respective home devices and mobile devices. As previously stated above regarding to the rejections of Claims 1, 14, 17, and 19, Monroe fails to teach or suggest any use of service discovery protocols for sending or receiving units. Klaghofer fails to remedy the deficiencies of Monroe, at least because Klaghofer is directed to point-to-point transcoding between communications devices (Klaghofer, Abstract), and Klaghofer fails to describe or suggest any manner of service discovery. Therefore, the combination of Monroe and Klaghofer fail to teach or suggest all the limitations of Claims 22 and 25, and these claims are non-obvious in view of the combination of Monroe and Klaghofer.

Dependent Claims 23, 24, 26, and 27 depend respectively from Claims 22 and 25. "If an independent claim is nonobvious under 35 U.S.C. §103, then any claim depending therefrom is nonobvious." M.P.E.P. §2143.03; citing *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988). Therefore, for the reasons stated above related to Claims 22 and 25,

dependent Claims 23, 24, 26, and 27 are also allowable over the combination of Monroe and Klaghofer.

It is to be understood that the Applicant does not acquiesce to any characterizations in the Office Action made relating to the asserted art, the Applicant's claims, nor to the application of the asserted art or combinations thereof to the Applicant's claims. Moreover, the Applicant does not acquiesce to any explicit or implicit statements or conclusions by the Examiner concerning what would have been obvious to one of ordinary skill in the art, obvious design choices, alternative equivalent arrangements, common knowledge at the time of the Applicant's invention, officially noticed facts, and the like. The Applicant respectfully submits that a detailed discussion of each of the Office Action rejections beyond that provided above is not necessary, in view of the clear absence of teaching and suggestion of various features recited in the Applicant's pending claims. The Applicant, however, reserves the right to address in detail the Examiner's characterizations, conclusions, and rejections in future prosecution.

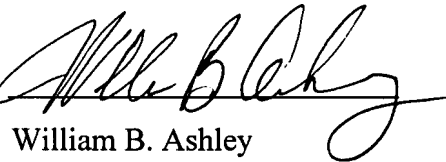
Authorization is given to charge Deposit Account No. 50-3581 (NOKM.094PA) any necessary fees for this filing. If the Examiner believes it necessary or helpful, the undersigned attorney of record invites the Examiner to contact the undersigned attorney to discuss any issues related to this case.

Respectfully submitted,

HOLLINGSWORTH & FUNK, LLC  
8009 34<sup>th</sup> Avenue South, Suite 125  
Minneapolis, MN 55425  
952.854.2700

Date: 5 November 2007

By:



William B. Ashley  
Reg. No. 51,419